

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TENNESSEE, AT MEMPHIS**

<b>JACQUELYNE MCKEE, and</b>	)	
<b>JUSTIN MCKEE,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>vs.</b>	)	<b>Civil Action No. _____</b>
	)	<b>Jury Demand</b>
<b>MELTECH, INC.</b>	)	
	)	
<b>Defendant.</b>	)	

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**COMPLAINT**

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**INTRODUCTORY STATEMENT**

This is an action for invasion of privacy and for breach of contract. Plaintiff Jacquelyn McKee is an adult model, known as “Foxy Jacky” on the Internet and throughout other publications. Plaintiff Justin McKee is an adult model who is married to Jacquelyn McKee and has appeared on the Internet with his wife. Defendant Meltech, Inc. (hereinafter “Meltech”) is a corporation with its principal place of business in Lincoln, Nebraska.

Plaintiff Jacquelyn McKee entered into a contract with Defendant in order to promote her career as an adult model on the website known as “www.foxyjacky.com” (hereinafter “website”). Plaintiff was to sign a release for use before she submitted each clip to the Defendant before they could be posted.

Plaintiff Justin McKee never had a contract with Meltech, and never submitted a waiver and release form to Meltech so that Meltech could use his likeness as an adult model. Meltech published movies and pictures of Plaintiff Justin McKee without his consent.

Plaintiff Jacquelyn McKee successfully won a contest in which Defendant Meltech was to pay the winner \$100,000.00. Plaintiff contends that Defendant changed the terms of the contest upon Plaintiff winning said contest. Plaintiff was never paid her winnings and is asking the Court to enforce the award entitled to Mrs. McKee.

## **I. THE PARTIES**

1. Plaintiffs incorporate the preceding paragraphs by reference.
2. Plaintiff, Jacquelyn McKee, resides at 1419 Lee Side Cove, Cordova, Tennessee, 38016, and is an adult model who was contracted with Defendant to perform specific services on the website.
3. Plaintiff, Justin McKee, resides at 1419 Lee Side Cove, Cordova, Tennessee, 38016, and is an adult model who has appeared on the website with his wife in electronic media including, but not limited to, photos and videos as well as perform various technical responsibilities for the website.
4. Defendant, Meltech, Inc., is a domestic corporation with its principal place of business located at 9420 Larges Court, Lincoln, Nebraska, 68512.

## **II. VENUE AND JURISDICTION**

5. This Court has original jurisdiction based upon the parties' diversity of citizenship, and an amount in controversy exceeding seventy-five thousand dollars (\$75,000.00), pursuant to the provisions of 28 U.S.C. § 1332(a)(1).
6. Venue in this district is proper based upon Plaintiff's residency and the action complained upon in this Complaint occurred in this district, pursuant to 28 U.S.C. § 1391.

### **III. FACTUAL CLAIMS**

7. Plaintiff Jacquelyn McKee entered a contest to become a model for Defendant on or about March of 2008, for which she was to be paid the sum of \$100,000.00.
8. Plaintiff Jacquelyn McKee was never fully compensated for her contest winnings.
9. Plaintiff Jacquelyn McKee entered into a contract with Defendant on May 8, 2008, in which she was to perform certain services, including but not limited to, submitting photographs, videos and perform various other model/entertainment acts through the website.
10. Defendant sent Plaintiff Jacquelyn McKee a thirty day notice of cancellation of the contract on October 12, 2009.
11. A waiver and consent to use form was required by Defendant before posting any new media submitted by Plaintiffs.
12. Upon information and belief, Plaintiff Jacquelyn McKee submitted a waiver and release for the use of her photographs and other media to be used on the website each time she submitted new materials.
13. Plaintiff Justin McKee appeared on numerous media with his wife during the time the contract was in effect, but was never compensated.
14. Plaintiff Justin McKee never signed a waiver and release authorizing his images or any other media to be used on the website.
15. Despite the contract having been terminated between Plaintiff Jacquelyn McKee and Defendant, Defendant continues to update the website with what would appear to be new material of Jacquelyn McKee and Justin McKee.

**IV. COUNT I**  
**ENFORCEMENT OF CONTRACT**

16. Plaintiffs incorporate all preceding paragraphs and introductory statement by reference.
17. Plaintiff Jacquelyn McKee entered a contest on or around March of 2008 to become a model for Defendant.
18. For winning the contest, Defendant promised to pay Plaintiff Jacquelyn McKee \$100,000.00 (one hundred thousand dollars), provide a leased vehicle for one (1) year, and provide a fully furnished apartment for one (1) year.
19. Defendant failed to uphold their obligations under the contest, and constitutes a breach of contract for which Plaintiff Jacquelyn McKee is entitled to damages.

**V. COUNT II**  
**COMMON LAW UNJUST ENRICHMENT**

20. Plaintiffs incorporate all preceding paragraphs and introductory statement by reference.
21. Plaintiff Justin McKee performed various acts on the website while his Wife was under contract with Defendant.
22. Defendant was never compensated for any of the photographs or electronic media submitted which contained images, videos, and other electronic media of himself during the time his Wife was under contract with Defendant.
23. Plaintiff Justin McKee performed other functions for the website, including but not limited to, filming and taking photographs of Plaintiff Jacquelyn McKee, and was never compensated for his actions.

24. Defendant has been unjustly enriched by the services provided by Plaintiff Justin McKee and for the images.

#### **VI. COUNT III**

##### **COMMON LAW APPROPRIATION OF NAME AND OR LIKENESS**

25. Plaintiffs incorporate all preceding paragraphs and introductory statement by reference.

26. Upon termination of the contract between Defendant and Plaintiff Jacquelyn McKee, Plaintiff Justin McKee's images and other electronic media have been used by Defendant.

27. Defendant has continued to profit from their unauthorized use of Plaintiff Justin McKee's images and other electronic media for their commercial gain.

#### **VII. COUNT IV**

##### **VIOLATION OF THE TENNESSEE PERSONAL RIGHTS AND PROTECTION ACT OF 1984**

28. Plaintiffs incorporate all preceding paragraphs and introductory statement by reference.

29. Defendant has been in violation of T.C.A. § 47-25-1101, et. seq. for actions listed in the Factual Claims and for knowingly using and/or infringing upon the use of Plaintiff Justin McKee's likeness in electronic media on the website without his consent.

**WHEREFORE, Plaintiffs** pray that this Court grant judgment to them and that the following be granted:

1. That process issue upon Defendant and he be required to file an answer within the time period prescribed by law;
2. That a jury be empanelled to hear and decide all issues triable;

3. That Plaintiff Jacquelyn McKee be awarded compensatory damages exceeding two-hundred thousand dollars (\$200,000.00).
4. That Plaintiff Justin McKee be awarded compensatory damages exceeding five-hundred thousand dollars (\$500,000.00).
5. That Plaintiffs be awarded punitive/exemplary damages based upon the factual allegations set forth in the preceding paragraphs in support of their claims that Defendant's conduct constitutes willful or wanton reckless disregard, so egregious as to justify the imposition of punitive damages, in order to deter others similarly inclined. Plaintiffs request this award to be determined at trial.

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Dated October 13, 2010.

Respectfully Submitted,

**AGEE, VAN ATTA, OWENS, GILLESPIE, LLC**

/s/ *Michelle Owens* \_\_\_\_\_.

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